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Attorneys for Defendant HSBC AUTO FINANCE INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER and CYNTHIA JIMENEZ, Plaintiffs, v. HSBC - AUTO FINANCE and DOES 1-20, Inclusive, Defendant.	Case No. 3:08-cv-01391-BEN-RBB **DEFENDANT'S NOTICE OF RELATED CASE**

Pursuant to Rule Civil Rule 40.1(e) of the Local Rules of Practice for the United States District Court for the Southern District of California, Defendant HSBC Auto Finance, Inc. ("HSBC") hereby notifies all parties and counsel of a related case:

Larraga v. HSBC Auto Finance, Inc.
Superior Court of California
County of San Diego
Case No. 37-2008-00088928-CU-OE-CTL
Filing Date: August 1, 2008

The above-referenced Larraga Complaint contains factual allegations, parties, and questions of law similar and/or identical to those presented by the case pending before this Court. Plaintiff Larraga alleges that HSBC discriminated against, harassed, retaliated against, and inflected emotional distress upon him and includes seven causes of action for: (1) Disability/"Perceived As" Disability

Discrimination in Violation of Govt. Code Section 12940 *et. seq.*; (2) Unlawful Harassment Based Upon Perceived Disability in Violation of Govt. Code Section 12940 *et. seq.*; (3); Unlawful Retaliation in Violation of Govt. Code Section 12940 *et. seq.*; (4) Discrimination Based on Race in Violation of Gov't. Code Section 12940 *et. seq.*; (5) Discrimination Based on Religion in Violation of Gov't. Code Section 12940 *et. seq.*; (6) Intentional Infliction of Emotional Distress; and, (7) Negligent Supervision. A true and correct copy of the Larraga Complaint is attached to HSBC's Notice of Lodgment ("NOL") as Exhibit 1.

The Williams/Larraga Complaint on file in this Court was filed in state court on November 7, 2007 and was thereafter removed to federal court on August 31, 2008. The Williams/Larraga Complaint alleges, *inter alia*, that HSBC retaliated against, wrongfully terminated, and intentionally inflicted emotional distress upon Plaintiff. The Williams/Larraga Complaint includes four causes of action (brought on behalf of Plaintiff) for: (1) Violation of Labor Code Sections 2856 and 1102.5; (2) Wrongful Termination of Employment in Violation of Public Policy; (3) Intentional Infliction of Emotional Distress; and (4) Unfair and Unlawful Business Practice. A true and correct copy of the Williams/Larraga Complaint is attached to the NOL as Exhibit 2.

These cases are substantially similar, as they involve the same parties (Plaintiff Larraga and Defendant HSBC), the same or similar facts (regarding Plaintiff's employment at HSBC, allegations that he was mistreated due to various allegedly illegal reasons, and his purported damages and distress therefrom) and the same general allegations with differences that could be addressed at consolidation/coordination. HSBC requests the transfer of the Larraga case and assignment of both cases to this Court, as the first filed case is pending in this Court. Assignment to a single court will effect judicial economy by having only one consolidated and/or coordinated case rather than two substantially similar cases on parallel tracks, one in California state court and the other in this Court. One consolidated or coordinated case will negate the possibility of inconsistent rulings and duplicative damages or other relief, and it will avoid significant expense, delay, and inconvenience of

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witnesses and the parties. HSBC should be permitted to defend itself in only one forum rather than two.

DATED: August 21, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: KABernert

KATHRYN A. BERNERT
NYKIA J. WILSON
Attorneys for Defendant HSBC AUTO FINANCE INC.

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101112020.1

Kathryn A. Bernert, State Bar No. 127418
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Attorneys for Defendant HSBC AUTO FINANCE INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER and CYNTHIA JIMENEZ, Plaintiffs, v. HSBC - AUTO FINANCE and DOES 1-20, Inclusive, Defendant.	Case No. 3:08-cv-01391-BEN-RBB **NOTICE OF LODGMENT OF EXHIBITS IN SUPPORT OF NOTICE OF RELATED CASE**

PLEASE TAKE NOTICE THAT Defendant HSBC – Auto Finance Inc. ("HSBC") hereby lodges true and correct copies of the related complaints in support of its Notice of Related Case filed herewith:

EXHIBIT	**DESCRIPTION**
1.	Larraga v. HSBC – Auto Finance, Inc., Case No. 37-00088928-CU-OE-CTL
2.	Williams , et al. v. HSBC – Auto Finance, Case No. 3:08-CV-01391-BEN-RBB

DATED: August 21, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: [signature]
KATHRYN A. BERNERT
NYKIA J. WILSON
Attorneys for Defendant HSBC AUTO FINANCE INC.

101113840.1

EXHIBIT 1

8-1-08

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
Clerk of the Superior Court
AUG 04 2008
BY: B. Follis, Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
HSBC Auto Finance, A California Corporation; and DOES 1 through 10 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ALFRED LARRAGA, an individual

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

CASE NUMBER: 37-2008-00088928-CU-OE-CTL
(Número del Caso):

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT, COUNTY OF SAN DIEGO
330 WEST BROADWAY
330 WEST BROADWAY
SAN DIEGO, CA 92101
CENTRAL DIVISION-HALL OF JUSTICE

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
(619) 220-5555 (619) 220-0033
Donald R. Holben, Esq.
DONALD R. HOLBEN & ASSOCIATES, APC
5030 Camino de la Siesta, Suite 350
San Diego, CA 92108

DATE: AUG 04 2008 *(Fecha)* Clerk, by *(Secretario)* B. FOLLIS, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]
SUPERIOR COURT SAN DIEGO COUNTY, CA

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of *(specify)*: HSBC Auto Finance

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 450-7072	
PLAINTIFF(S) / PETITIONER(S): Alfred Larraga	
DEFENDANT(S) / RESPONDENT(S): HSBC Auto Finance	
LARRAGA VS. HSBC AUTO FINANCE	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00088928-CU-OE-CTL

Judge: Michael M. Anello

Department: C-72

COMPLAINT/PETITION FILED: 08/01/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
PLAINTIFF(S): Alfred Larraga	
DEFENDANT(S): HSBC Auto Finance	
SHORT TITLE: LARRAGA VS. HSBC AUTO FINANCE	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)	CASE NUMBER: 37-2008-00088928-CU-OE-CTL

Judge: Michael M. Anello

Department: C-72

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- ☐ Court-Referred Mediation Program
- ☐ Private Neutral Evaluation
- ☐ Private Mini-Trial
- ☐ Private Summary Jury Trial
- ☐ Private Settlement Conference with Private Neutral
- ☐ Other (specify): ______
- ☐ Court-Ordered Nonbinding Arbitration
- ☐ Court-Ordered Binding Arbitration (Stipulated)
- ☐ Private Reference to General Referee
- ☐ Private Reference to Judge
- ☐ Private Binding Arbitration

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) ______

______

______

Alternate: (mediation & arbitration only) ______

Date: ______

______
Name of Plaintiff

______
Signature

______
Name of Plaintiff's Attorney

______
Signature

Date: ______

______
Name of Defendant

______
Signature

______
Name of Defendant's Attorney

______
Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

IT IS SO ORDERED.

Dated: 08/04/2008

______
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2008-00088928-CU-OE-CTL CASE TITLE: Larraga vs. HSBC Auto Finance

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participant in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non- binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: $150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under $50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Donald R. Holben, Esq. DONALD R. HOLBEN & ASSOCIATES, APC 5030 Camino de la Siesta, Suite 350 San Diego, CA 92108 TELEPHONE NO.: (619) 220-5555 FAX NO.: (619) 220-0033 ATTORNEY FOR (Name): Plaintiff, ALFRED LARRAGA	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: 330 WEST BROADWAY CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: CENTRAL DIVISION-HALL OF JUSTICE	
CASE NAME: LARRAGA v HSBC Auto Finance, et al.	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER: 37-2008-00088928-CU-OE-CTL
[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [X] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition (*not specified above*) (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action (*specify*): Seven (7)
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: August 1, 2008

Donald R. Holben, Esq.
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Donald R. Holben (SBN 108401)
DONALD R. HOLBEN & ASSOCIATES, APC
5030 Camino de la Siesta, Suite 350
San Diego, CA 92108
Telephone (619) 220-5555
Facsimile (619) 220-0033

Attorneys for Plaintiff,
ALFRED LARRAGA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

ALFRED LARRAGA, an individual, Plaintiff, v. HSBC Auto Finance, a California Corporation; and DOES 1 through 10 inclusive, Defendants.	Case No. 37-2008-00088928-CU-OE-CTL COMPLAINT FOR DAMAGES FOR: 1. Violation of Government Code Section 12940 et. seq. [Discrimination Based on Disability / "Perceived As"] 2. Violation of Government Code Section 12940 et. seq. [Harassment Based Upon Disability / "Perceived As"] 3. Violation of Government Code Section 12940 et. seq. [Retaliation] 4. Violation of Government Code Section 12940 et. seq. [Discrimination Based on Race] 5. Violation of Government Code Section 12940 et. seq. [Discrimination Based on Religion] 6. Intentional Infliction of Emotional Distress 7. Negligent Supervision

Plaintiff, ALFRED LARRAGA ("Plaintiff"), alleges the following causes of action against HSBC Auto Finance (hereinafter referred to as "HSBC" or "Defendant"):

GENERAL ALLEGATIONS

1. This court has jurisdiction over this action because the amount in controversy herein, exclusive of costs and interests, exceeds the sum of $25,000. Venue is proper in this court because

the employment agreement, which is the subject of this lawsuit, was accepted and entered into within San Diego County and was to be performed within San Diego County, which is within this court's jurisdiction. In addition, the unlawful practices alleged herein under Government Code Section 12900 et.seq., as set forth below, were committed in San Diego County, and the Defendants conduct business within this court's jurisdictional area.

2. Plaintiff is an individual residing in the County of San Diego, State of California.

3. Defendant HSBC was Plaintiff's employer and is subject to the laws of the State of California and doing business through its office in the County of San Diego, State of California.

4. The true names and capacities of Does 1 through 10 are unknown to Plaintiff; therefore, Plaintiff sues these individuals or entities by their fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when they are ascertained. Plaintiff is informed, believes and thereupon alleges, that each of said fictitiously named Defendants is liable to Plaintiff for the acts events and occurrences alleged herein as a result of these Defendants' relationship to the named Defendants.

5. Plaintiff is informed and believes, and thereon alleges, that each Defendant herein was an agent, employee or representative of the remaining Defendants, and that each Defendant was acting within the scope, course and authority of that relationship, within the County of San Diego.

6. Plaintiff is informed and believes, and thereon alleges, that the DOE Defendants are responsible for the acts alleged herein, and that they were acting as agents, employers, or representatives of the named Defendants and within the scope of their agency in doing such acts.

7. The tortious acts and omissions alleged to have occurred herein were either performed by Defendant HSBC, and/or its principals, officers, managers and directors, or were performed at the direction of, or with the permission and consent of Defendant HSBC and/or it's officers, managers or directors. Defendant HSBC had knowledge that its principals, officers, managers and directors were likely to commit these acts and that these acts were in conscious disregard of the rights and safety of Plaintiff. These acts were authorized and ratified by Defendant HSBC, making it liable for damages.

8. The acts of the Defendants, and each of them, were despicable, and were conducted

with malice and with a conscious disregard of Plaintiff's rights, so as to justify the imposition of punitive damages in an amount to be shown according to proof at trial.

9. On May 27, 2008, Plaintiff filed a discrimination, harassment and retaliation complaint with the Department of Fair Housing and Employment ("DEFH Complaint"). On June 4, 2008, Plaintiff received a Right-to-Sue notice. Copies of the original DFEH complaint and Right to Sue notice are attached hereto as Exhibits "1" and "2" respectively.

FACTUAL ALLEGATIONS

10. Mr. Larraga has been employed with HSBC as a repossessor /collector, from 2000 through 2004. During this period of time, his duties generally included collecting past due debts from customer debtors of HSBC. From approximately 2004 through September 2007, Mr. Larraga worked as a counselor in the reinstatement area with HSBC. His primary duties in this position included working with customers whose vehicles had been repossessed and assist with financial options. At all times during his employment with HSBC, he has performed his duties in a competent and satisfactory manner.

11. Mr. Larraga is a 50 year old, Catholic, Hispanic male. Mr. Larraga's direct supervisor was Dan Dan Esposito and Chip Crowley. Mr. Larraga is informed and believes that Dan Esposito and Chip Crowley are Caucasian, religions unknown.

12. From approximately April 2006 through the present, HSBC by and through its supervisors, Dan Esposito and Chip Crowley, and Human Resources representative, Sue Luessermann, subjected Mr. Larraga to continued discrimination and harassment based on his race (Mexican); age (50 +years); religion (Catholic); and work related disabilities, and/or perceived disabilities.

13. Mr. Larraga protest and reported numerous incidents of misconduct and disparate treatment by his supervisors' and Human Resources' without remedy and instead was further retaliated against.

14. Mr. Larraga's supervisors have repeatedly made inappropriate and offensive comments regarding his race and religion including but not limited to references to Mr. Larraga as a "choirboy" and ridicule of his religious beliefs and faith. HSBC has further treated Mr. Larraga

differently than other Caucasian employees similarly situated. Mr. Larraga is also informed and believes that because of his work related injuries and disability status, in combination with his age, 50, that HSBC improperly perceives him as disabled.

15. On or about September 17, 2007, Mr. Larraga was placed off work by his then treating physician(s) for industrial injuries, including but not limited to: right upper extremities (fingers to shoulder), neck, and back pain as the result of prolonged, repetitive work activities from April 2006 through September 2007, when he was placed on disability.

16. At all times herein Plaintiff believes and thereon alleges that his protesting of Defendant's harassment and discrimination, both to HSBC and the California Department of Fair Employment and Housing in December 2006, resulted in further reprisal and retaliation in violation of California Government Code §§ 12940 et seq. As such, Mr. Larraga filed a second complaint with the California Department of Fair Employment and Housing on May 27, 2008.

17. Subsequent to September 2007, HSBC's continued attempts to harass and retaliate against Mr. Larraga increased such that he was constructively terminated in or about June 2008.

18. Plaintiff Larraga has suffered great and extreme emotional distress to the extent he has been forced to seek medical and psychological assistance and has suffered loss of pay and days of work as a direct result of defendants' actions and has been forced from his work.

FIRST CAUSE OF ACTION

Disability / "Perceived As" Disability Discrimination in Violation of Govt. Code Section12940 et. seq.

19. Plaintiff incorporates paragraphs 1 through 18 herein by reference as though fully set forth herein.

20. Plaintiff is an Hispanic, Catholic male, over 40 years old, with a disabling medical condition, which brings this action pursuant to the California Fair Employment and Practices Act, Government Code sections 12900 et. seq., and the corresponding regulations of the Fair Employment and Housing Commission.

21. At all times mentioned in this complaint, Defendant HSBC regularly employed 5 or more persons, bringing HSBC within the provisions of section 12900 et seq. of the Government

Code prohibiting employers or their agents from discriminating against employees on the basis of their disability and/or perceived disability.

22. Defendants discriminated against Plaintiff because of disabilities and/or perceived him as being disabled following reports of work related injuries. Plaintiff was subject to harassment, disparate treatment, and adverse employment actions prior to, and subsequent to, his taking disability leave in September 2007.

23. Plaintiff was held to different terms and conditions of employment than employees who had not filed workers' compensations claims, were not disabled, and who had not taken disability leave with HSBC.

24. Plaintiff is informed and believes, and thereon alleges, that the fact that he was taken out of work by his doctors, for work related injuries, was a substantial and determining factor in Defendant's decision to treat him differently from similarly situated employees who had not suffered injury and illnesses. Plaintiff is further informed and believes and thereon alleges that he was subjected to different terms and conditions of employment than his non industrial injured / disabled counterparts.

25. Defendant HSBC's conduct as alleged herein constitutes an unlawful employment practice in violation of applicable Government Code Sections and fundamental public policies of the State of California.

26. The unlawful employment practices alleged in this cause of action were committed in San Diego County

27. As a direct, foreseeable, and proximate result of Defendant HSBC's discriminatory acts, Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an amount in excess of $25,000, the precise amount of which will be proven at trial.

28. Defendant HSBC committed the acts described in this complaint oppressively, fraudulently, and maliciously, entitling Plaintiff to an award of punitive damages against Defendant HSBC in an amount appropriate to punish and make an example of Defendant.

29. Plaintiff has also been required to retain legal counsel and therefore requests that the Defendant be required to pay the Plaintiff's attorney fees and costs necessary to pursue his legal and just claims.

30. Plaintiff filed a charge of discrimination with the Department of Fair Employment and Housing ("DFEH") pursuant to Government Code Sections 12900 et seq., charging Defendant HSBC with a pattern and practice of discrimination against him because of his disability / perceived disability, thus committing an unlawful employment practice in violation of such statute.

SECOND CAUSE OF ACTION

Unlawful Harassment Based Upon Perceived Disability in Violation of Govt. Code Section 12940 et. seq.

(Against Defendant HSBC)

31. Plaintiff incorporates paragraphs 1 through 30 herein by reference as though fully set forth herein.

32. Defendants harassed Plaintiff, as herein alleged above, in an effort to set him up for failure and to force him to resign because Plaintiff was a disabled worker and in retaliation for protesting the same to his superiors in violation of California Government Code Sections 12940(a) and 12940(j) et. seq.

33. The harassment by Defendants, and each of them, so adversely effected Plaintiff's employment conditions that he reached a breaking point such that his doctors took him out on disability leave in September 2007.

34. Moreover, since Plaintiff reported these issues he has been further harassed, threatened, and retaliated against such that Plaintiff was constructively terminated in June 2008.

35. Defendants' discrimination, harassment and retaliation against Plaintiff, as alleged above, were without good cause and were based upon criteria and motivated by factors which are repugnant and in violation of public policy.

36. The unlawful employment practices alleged in this cause of action were committed in San Diego County.

37. As a proximate result of Defendants' discrimination, harassment and retaliation

against Plaintiff, as alleged above, Plaintiff has been harmed in that he has suffered the loss of an equity stake in HSBC, a position within HSBC, as well additional amounts of money he would have received if he had not been harassed, discriminated and retaliated against and constructively terminated.

38. As a further direct and proximate result of the Defendants' discrimination, harassment, and retaliation against Plaintiff, as alleged above, Plaintiff has suffered severe economic losses, including lost wages, bonuses and benefits.

39. As a further direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered extreme and severe anguish, humiliation, emotional distress, nervousness, tension, anxiety and depression, the extent of which is not fully known at this time, and the amount of damages caused thereby is not yet fully ascertained, but is in an amount in excess of $25,000.00, the precise amount to be proven at trial. Plaintiff claims the amount together with prejudgment interest pursuant to Civil Code Section 3287 or any other provision of law providing for prejudgment interest.

40. Defendants acted in a despicable manner and subjected Plaintiff to cruel and unjust hardship. These despicable actions by Defendants caused irreparable damage to Plaintiff's career and professional reputation. These actions by Defendants, and each of them, were in flagrant and conscious disregard of Plaintiff's rights under state law. The oppressive conduct committed by Defendants, and each of them, warrants the assessment of punitive damages.

41. Plaintiff has also been required to retain legal counsel and therefore requests that the Defendants be required to pay the Plaintiff's attorney fees and costs necessary to pursue her legal and just claims.

THIRD CAUSE OF ACTION

Unlawful Retaliation in Violation of

Govt. Code Section 12940 et. seq.

42. Plaintiff incorporates paragraphs 1 through 41 herein by reference as though fully set forth herein.

43. Defendants, as Plaintiff's employer and supervisors, had the duty to take all

reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring to Plaintiff during his employment.

44. Defendants, and each of them, breached their duty of care toward Plaintiff in that they failed to investigate Plaintiff's protests and to take the steps necessary to prevent such discrimination and harassment from occurring. Instead, Defendants, and each of them, participated in and permitted further discrimination, harassment and then, in concert, retaliated against Plaintiff after he protested unlawful conduct and participated in an investigation regarding other employees' reports of unlawful conduct by supervisors Esposito and Crowley, as well as, by Sue Luesserman in Human Resources.

45. The unlawful employment practices alleged in this cause of action were committed in San Diego County.

46. As a direct and proximate result of Defendants' discriminatory, harassing and retaliatory conduct, Plaintiff has suffered severe emotional distress, anxiety attacks, anger, and depression with symptoms including, but not limited to, disruption in eating and sleeping pattens, helplessness, lethargy, and nightmares. Because of Defendants' wrongful actions, Plaintiff has been forced to seek medical treatment, and thus is suffering substantial damage, including, but not limited to, medical expenses. The amount of damages caused thereby is not yet fully ascertained, but is in excess of $25,000.00, the exact amount to be proven at trial. Plaintiff claims such damages, together with prejudgment interest pursuant to Civil Code Section 3287, or any other provision of law providing for prejudgment interest.

47. Defendants acted in a despicable manner and subjected Plaintiff to cruel and unjust hardship. Defendants' despicable actions caused irreparable damage to Plaintiff's health, career and reputation. The actions taken by Defendants, and each of them, were in flagrant and conscious disregard of Plaintiff's rights under both state and federal law and warrants the assessment of punitive damages.

48. As a direct and proximate result of Defendants' wrongful actions, Plaintiff has been required to retain legal counsel and therefore requests that Defendants be required to pay Plaintiff's attorney fees and costs necessary to pursue these legal and just claims.

FOURTH CAUSE OF ACTION

Discrimination Based on Race in Violation of

Gov't Code § 12940 *et seq.*

49. Plaintiff incorporates paragraphs 1 through 48 herein by reference as though fully set forth herein.

50. At all times herein Government Code sections 12940 et. seq. were in full force and effect and was binding on Defendants. These sections require Defendants to refrain from discriminating against any employee on the basis of race, among other things. Within the time provided by law, Plaintiff filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue letter.

51. During Plaintiff's employment with Defendant, he was a top performer in his department and was entered into the "Hall of Fame" for his successes.

52. However, Plaintiff, an Hispanic male, soon found himself being singled out and harassed based on among many things, his race.

53. Plaintiff, who had regularly been given desirable, high-end accounts, was soon demoted and given less important accounts that required lesser responsibility. Even with these less important accounts, Plaintiff continued to remain one of the top reinstatement counselors in his team. Instead, Plaintiff's high-end accounts were directed and given to others non-Hispanic employees who were less qualified than he.

54. Plaintiff was told by coworker. Tom Desmond (Caucasian) that he was an "embarrassment to the department" and was "a fraud." Tom Desmond was also openly hostile toward Plaintiff which Plaintiff is informed and believes is because of his race.

55. As a proximate result of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits all to damage in an amount to be determined at time of trial.

56. As a proximate result of Defendants' willful, knowing and intentional discrimination against Plaintiff, he has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain, suffering and anguish, all in a sum according to proof.

57. In light of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff seek an award of punitive and exemplary damages in an amount according to proof.

58. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

FIFTH CAUSE OF ACTION

Discrimination Based on Religion in Violation of Gov't Code § 12940 *et seq.*

59. Plaintiff incorporates by reference paragraphs 1 through 58 as though fully set forth herein.

60. This action is brought pursuant to the California Fair Employment and Practices Act, Government Code Sections 12940 *et seq.*, and the corresponding regulations of the California Fair Employment and Housing Commission.

61. Plaintiff is an Hispanic, Catholic male, over 40 years old and actively participates in his religion, which is protected pursuant to Government Code Section 12900 et seq.

62. Plaintiff was discriminated against by Defendants in that he was called and labeled names such as "choirboy" by coworkers, as well as managers, and forced to uphold Defendants' policies and procedures which Plaintiff felt were unethical and unlawful. When Plaintiff protested to superiors about direction he received to perform unethical and/or unlawful conduct he was questioned about his religious beliefs and then ridiculed for those beliefs and convictions.

63. Following Plaintiff's protests about this religious persecution, he was singled out, harassed and retaliated against.

64. The harassment by Defendants, and each of them, so adversely effected Plaintiff's employment conditions that he reached a breaking point such that his doctors took him out on disability leave in September 2007.

65. Moreover, since Plaintiff reported these issues he has been further harassed and

retaliated against such that Plaintiff was constructively terminated in June 2008.

66. Plaintiff alleges that the conduct of Defendant as described in this complaint, would have been offensive to any religious person. Plaintiff did not consent to such conduct, and found it unwelcome and offensive.

67. As a direct and proximate result of Defendant's unlawful conduct as alleged in the complaint, Plaintiff has lost substantial benefits, including peace, relief from anxiety, lost income and other losses, in excess of $25,000, in an amount to be established at trial.

68. As a further direct and proximate result of the conduct of defendants, and each of them, Plaintiff suffered feelings of anger, embarrassment, violation, sickness, betrayal and humiliation, leading to physical symptoms of loss of sleep, anxiety, nervousness, loss of appetite and fear, all to his general damage in excess of $25,000, in an amount to be proven at trial. Plaintiff claims this amount together with prejudgment interest pursuant to Civil Code section 3287.

69. The conduct of defendants, and each of them, was despicable, and undertaken with a conscious disregard for Plaintiff's rights and safety. Plaintiff is therefore entitled to an award of punitive damages in an amount appropriate to punish and make an example of Defendant, and in an amount to be proven at trial.

70. Plaintiff has also been required to retain legal counsel and therefore requests that the defendants be required to pay the Plaintiffs attorney fees and costs necessary to pursue his legal and just claims, pursuant to section 12965 of the Government Code.

SIXTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

71. Plaintiff incorporates paragraphs 1 through 70 herein by reference as though fully set forth herein.

72. Defendants abused a relationship or position which gave them power to damage Plaintiff's interest.

73. Defendants knew or should have known that Plaintiff was susceptible to injuries through emotional distress and acted intentionally and unreasonably with the recognition that their

acts were likely to result in illness and mental distress.

74. Defendants acted in wanton disregard of Plaintiff's rights by engaging in the conduct, as alleged above, and by ignoring his complaints and protests.

75. Defendants' conduct constituted extreme and outrageous behavior which subjected Plaintiff to feelings of anger, embarrassment, violation, betrayal and humiliation leading to physical symptoms of loss of sleep, anxiety, nervousness, loss of appetite, all to his general damages, in an amount to be determined according to proof at trial.

76. Plaintiff is also entitled to attorney's fees and costs of suit, in an amount the court determines to be reasonable as authorized by the provisions of Code of Civil Procedure Section 1021.5 and other applicable provisions.

77. Defendants' conduct was wilful, wanton, malicious and oppressive and justifies the awarding of exemplary and punitive damages.

SEVENTH CAUSE OF ACTION

Negligent Supervision

78. Plaintiff incorporates paragraphs 1 through 77 herein by reference as though fully set forth herein.

79. Defendants had a duty of care to ensure that Plaintiff worked in an environment free from discrimination and harassment. Defendant HSBC negligently failed to supervise individuals Dan Esposito, Chip Crowley, Sue Luesserman in their official duties. Such negligent supervision resulted in on-going malicious and wrongful actions against Plaintiff as alleged in the preceding paragraphs of this Complaint.

80. Defendant HSBC was aware of the wrongful actions of Defendants Esposito, Crowley, and Luesserman towards Plaintiff and failed to take any corrective or remedial action to prevent the wrongful and tortious conduct of Defendants. At all times, Esposito, Crowley, and Luesserman, were aware of HSBC policies and procedures and, notwithstanding, continued their inappropriate and unlawful conduct as alleged above.

81. As a proximate cause of Defendants' tortious conduct, Plaintiff has suffered and continues to suffer substantial losses, including but not limited to earnings, career opportunities and

benefits, and has suffered and continues to suffer embarrassment, humiliation, anxiety, mental anguish and emotional distress, all to his damage in an amount according to proof.

82. Defendants knew or should have known that their discriminating, harassing and retaliatory actions against Plaintiff were substantially likely to cause Plaintiff to suffer anguish, anxiety, humiliation, and further disabling stress related injury and emotional state. Defendants committed the acts alleges herein with gross negligence.

83. As a direct and proximate result of Defendants' conduct, Plaintiff suffered feelings of stress, depression, humiliation, indignity and severe emotional distress in an amount to be proven at trial.

84. As a further proximate result of the aforementioned breach, Plaintiff has incurred costs to be proven at the time of trial.

WHEREFORE, Plaintiff prays for judgment as follows

1. For all damages, including lost earnings, income and contract value and other employment benefits, past and future;
2. For interest on the amount of losses incurred in earnings, income and contract value at the prevailing legal rate;
3. For exemplary and punitive damages in an amount according to proof at trial;
4 For prejudgment interest according to law;
5. For attorney's fees in an amount according to statute and proof;
6. For costs of suit incurred here;
7. For such other relief as the Court deems proper and;
8. For a Jury Trial.

Dated: July 31, 2008

DONALD R. HOLBEN & ASSOCIATES, APC

By: ______________________

Donald R. Holben, Esq.
Attorneys for Plaintiff,
ALFRED LARRAGA

EXHIBIT 1

*** EMPLOYMENT ***

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # E200708-D-1491-00-apc
DFEH USE ONLY

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

YOUR NAME (indicate Mr. or Ms.) Alfred Larraga, c/o Holben & Associates APC
TELEPHONE NUMBER (INCLUDE AREA CODE) (619) 220-5555

ADDRESS 5030 Camino de la Siesta, Suite 350, San Diego,

CITY/STATE/ZIP San Diego, CA. COUNTY COUNTY CODE

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME:

NAME HSBC AUTO FINANCE
TELEPHONE NUMBER (Include Area Code) 1-800-418-1888
DFEH USE ONLY

ADDRESS 6602 Convoy Court

CITY/STATE/ZIP San Diego, CA. 92111 COUNTY San Diego COUNTY CODE

RESPONDENT CODE

NO. OF EMPLOYEES/MEMBERS (if known) 1200
DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (month, day, and year) Sept. 14, 2007

THE PARTICULARS ARE:

Beginning in 2004 and continuing to the present I was

___ fired
___ laid off
___ demoted
X harassed
___ genetic characteristics testing
___ forced to quit
___ denied employment
X denied promotion
___ denied transfer
X denied accommodation
___ impermissible non-job-related inquiry
X other (specify) retaliated against
___ denied family or medical leave
___ denied pregnancy leave
___ denied equal pay
___ denied right to wear pants
___ denied pregnancy accommodation

by Dan Esposito and Chip Crowley (Unit Managers) and Sue Luesserman (HR)
Name of Person — Job Title (supervisor/manager/personnel director/etc.)

because of my:

___ sex
X age
X religion
X race/color
X national origin/ancestry
___ marital status
___ sexual orientation
___ association
X physical disability
X mental disability
X other (specify) Whistleblowing and retaliation
___ cancer
___ genetic characteristic
X (Circle one) filing; Protesting; participating in investigation (retaliation for)

the reason given by Dan Esposito and Chip Crowley (Unit Mgrs.) and Sue Luesserman (H.
Name of Person and Job Title

Was because of [please state what you believe to be reason(s)]

I reported and protested unlawful conduct by HSBC, including but not limited to, disparate treatment and harassment because of my race (Mexican), National Origin, Work Related Injuries /Disabiliti and because of my religion (Catholic). I was retaliated against fo protesting same

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right-to-sue notice. I understand that if I want a federal notice of right-to-sue, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure," or within 300 days of the alleged discriminatory act, whichever is earlier.

I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated 5-22-2008

[signature] A. Larraga
COMPLAINANT'S SIGNATURE

At San Diego CA
City

RECEIVED
MAY 27 2008
SAN DIEGO DISTRICT OFFICE
STATE OF CALIFORNIA

DATE FILED: 5/27/08

DFEH-300-03 (01/05)
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

EXHIBIT 2

STATE OF CALIFORNIA - STATE AND CONSUMER SERVICES AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
1350 Front Street, Suite 3005 San Diego, CA 92101
(619) 645-2681 TTY (800) 700-2320 Fax (619) 645-2683
www.dfeh.ca.gov

June 4, 2008

ALFRED LARRAGA
c/o 5030 Cno de la Siesta #350
San Diego, CA 92108

RE: E200708D1491-00-aprc
LARRAGA/HSBC AUTO FINANCE

Dear ALFRED LARRAGA:

NOTICE TO COMPLAINANT'S ATTORNEY

Enclosed is a copy of your client's complaint of discrimination filed with the Department of Fair Employment and Housing on 5/27/2008 pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also enclosed is a copy of your client's Notice of Case Closure, which constitutes your client's right-to-sue notice.

Please note that under Government Code section 12962, you are responsible for **service of the complaint** on respondent(s). You should also enclose a copy of the Notice of Case Closure along with the complaint. These documents must be served within **60** days of the filing date of the complaint. Government Code section 12962(b) further provides that complaints must be served either personally or by certified mail with return receipt requested.

For additional information, please read the enclosed Notice of Case Closure that explains the conditions for filing a private lawsuit in the State of California.

Sincerely,

Belinda LeDoux

Belinda LeDoux
District Administrator

Enclosure: Complaint of Discrimination
Notice of Case Closure

DFEH-200-06 (01/05)

STATE OF CALIFORNIA - STATE AND CONSUMER SERVICES AGENCY ARNOLD SCHWARZENEGGER, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
1350 Front Street, Suite 3005 San Diego, CA 92101
(619) 645-2681 TTY (800) 700-2320 Fax (619) 645-2683
www.dfeh.ca.gov

June 4, 2008

ALFRED LARRAGA
c/o 5030 Cno de la Siesta #350
San Diego, CA 92108

RE: E200708D1491-00-aprc
LARRAGA/HSBC AUTO FINANCE

Dear ALFRED LARRAGA:

NOTICE OF CASE CLOSURE

This letter informs that the above-referenced complaint that was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 27, 2008 because an immediate right-to-sue notice was requested. DFEH will take no further action on the complaint.

This letter is also the Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

If a federal notice of Right-To-Sue is wanted, the U.S. Equal Employment Opportunity Commission (EEOC) must be visited to file a complaint within 30 days of receipt of this DFEH *Notice of Case Closure* or within 300 days of the alleged discriminatory act, whichever is earlier.

Notice of Case Closure
Page Two

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,

Belinda LeDoux

Belinda LeDoux
District Administrator

cc: Case File

Director
Human Resources/Personnel
HSBC AUTO FINANCE
6602 Convoy Court
San Diego, CA 92111

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HSBC Auto Finance, Inc.
c/o CT Corporation System
818 West Seventh Street
Los Angeles, Ca. 90017

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Rudy Rivera ☐ Agent ☐ Addressee

B. Received by (Printed Name): RUDY RIVERA

C. Date of Delivery: 6-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ ~~Return Receipt for Merchandise~~
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)*: 7006 2760 0000 1685 6853

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT 2

FILED
2008 JUL 31 PM 3:04
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY ________ DEPUTY

Kathryn A. Bernert, State Bar No. 127418
Nykia J. Wilson, State Bar No. 224135
LUCE, FORWARD, HAMILTON & SCRIPPS LLP
Del Mar Gateway, 11988 El Camino Real, Suite 200
San Diego, California 92130-2594
Telephone No.: 858.720.6300
Fax No.: 858.720.6306
E-Mail: kbernert@luce.com

Attorneys for Defendant HSBC AUTO FINANCE INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER and CYNTHIA JIMENEZ, Plaintiffs, v. HSBC - AUTO FINANCE and DOES 1-20, Inclusive, Defendant.	Case No. '08 CV 1391 BEN RBB **NOTICE OF REMOVAL OF CIVIL ACTION**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

NOTICE IS HEREBY GIVEN that, pursuant to 28 U.S.C. sections 1441(a) and 1446, defendant HSBC AUTO FINANCE INC. ("HSBC" or "Defendant") hereby removes to this Court this action from the Superior Court of the State of California for the County of San Diego, and respectfully submits the following statement of facts, which entitle it to removal:

1. On November 7, 2007, plaintiffs Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander, and Cynthia Jimenez (collectively "Plaintiffs") filed a lawsuit against HSBC in the Superior Court of the State of California for the County of San Diego, Central Division, entitled *ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ, Plaintiffs, vs. HSBC – AUTO FINANCE and Does, 1 through 20, inclusive,*

Defendants, Superior Court Case No. 37-2007-00081369-CU-CR-CTL. On or about July 29, 2008, Plaintiffs filed their First Amended Complaint (the "FAC") in the Superior Court of the State of California for the County of San Diego, Central Division. Pursuant to a stipulation between Plaintiffs and HSBC, HSBC was deemed served with a copy of the FAC in the state action on July 17, 2008.

2. This Notice of Removal is timely as it is filed within thirty (30) days of Plaintiffs' service of the FAC on HSBC. 28 U.S.C. § 1446(b).

3. True and correct copies of the Summons, original Complaint, and additional notices and documents which Plaintiffs served therewith are attached hereto as Exhibit "A."

4. True and correct copies of the Stipulation for Filing First Amended Complaint and the FAC are attached hereto as Exhibit "B."

5. This action is a civil action over which this Court has original jurisdiction based on a federal question under the provisions of 28 U.S.C. section 1331, and is one which may be removed to this Court by HSBC pursuant to the provisions of 28 U.S.C. section 1441(a), in that it is a civil action wherein this Court has original jurisdiction.

6. Plaintiffs have styled their FAC as one seeking damages for, *inter alia*, violations of two federal statutes, the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, and the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.* (FAC, p.1, Caption).

7. Plaintiffs seek to recover a statutory penalty under the FDCPA. (FAC, p. 14, ¶ 3 (requesting "statutory damages in the amount of $1,000 pursuant to the provisions of 15 USC 1692k")). Plaintiffs' original Complaint, filed on November 7, 2007, did not include such a prayer for relief under the FDCPA.

8. Plaintiffs also allege that they were required, as part of their duties, to take actions that violated the FCRA. (FAC, p. 8, ¶ 36).

9. 15 U.S.C. 1692k provides for civil liability for violations of the FDCPA. In relevant part, 15 U.S.C. 1692k states:

> Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable . . .
>
> (2) (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding $1,000.

10. On this date of July 31, 2008, a Notice of Removal of Case to Federal Court is being served on Plaintiffs' attorney of record and filed in the state court action with the Clerk of the Superior Court of the State of California, County of San Diego, Central Division.

WHEREFORE, Defendant hereby gives notice that this action is removed from the Superior Court of the State of California for the County of San Diego, Central Division to this United States District Court for the Southern District of California.

DATED: July 31, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: ______________________________
Kathryn A. Bernert
Nykia J. Wilson
Attorneys for Defendant HSBC AUTO FINANCE INC.

101106719.3

Exhibit A

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

07 NOV -7 PM 1:23

SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
HSBC-AUTO FINANCE AND DOES 1-20, INCLUSIVE

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California County of San Diego,
330 West Broadway, San Diego, California 92101

CASE NUMBER: 37-2007-00081369-CU-CR-CTL
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roy L. Landers Attorney at Law
7840 Mission Center Court, Suite 101 ~ San Diego, CA 92108 ~ (619) 296-7898

DATE: NOV 0 7 2007 Clerk, by E. SCHEITT, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

SUPERIOR COURT * SAN DIEGO COUNTY, CA *

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. January 1, 2004]

SUMMONS

Code of Civil Procedure §§ 412.20, 465

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Roy L. Landers Attorney at Law; Bar #64920
7840 MIssion Center Court, Suite 101
San Diego, CA 92108
TELEPHONE NO.: 619-296-7898 FAX NO.: 619-296-5611
ATTORNEY FOR (Name): Andrew Williams, et al.,

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego, California 92101
BRANCH NAME:

CASE NAME: Andrew Williams, et al., vs. HSBC-Auto Finance, et al.,

CIVIL CASE COVER SHEET

[✓] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

CASE NUMBER: 37-2007-00081369-CU-CR-CTL
JUDGE:
DEPT:

Items 1–5 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[✓] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800–1812)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Type of remedies sought *(check all that apply)*:
   a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action *(specify)*: Four (4)
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: November 7, 2007
Roy L. Landers
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

LAW OFFICES OF ROY L. LANDERS
ROY L. LANDERS (BAR #64920)
7840 MISSION CENTER COURT, SUITE 101
SAN DIEGO, CALIFORNIA 92108
TELEPHONE (619) 296-7898
FACSIMILE (619) 296-5611

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO-SAN DIEGO JUDICIAL DISTRICT

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ

Plaintiffs,

vs.

HSBC-AUTO FINANCE AND DOES, 1-20, INCLUSIVE

Defendants.

Case No.: 37-2007-00081369-CU-CR-CTL

COMPLAINT FOR DAMAGES RE: VIOLATION OF CIVIL RIGHTS RE: RACE DISCRIMINATION; SEXUAL HARASSMENT; RETALIATION; WRONGFUL CONSTRUCTIVE TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY; WRONGFUL TERMINATIONAL IN VIOLATION OF PUBLIC POLICY; VIOLATION OF LABOR CODE SECTIONS 2856 AND 1102.5; VIOLATION OF FAIR DEBT COLLECTION PRACTICE ACT; UNLAWFUL AND UNFAIR BUSINESS PRACTICE; INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;PUNITIVE DAMAGES

Plaintiffs allege:

I

FACTS COMMON TO ALL CAUSE OF ACTION

1. At all times material to this complaint, defendant HSBC was a duly organized corporate entity authorized and conducting business within the State of California and County of San Diego.

2. Defendants Does 1-20, are sued under fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs are informed and believe and on that basis allege, that each defendant sued under such fictitious names is in some manner responsible for the wrongs and damages alleged in this complaint and in so acting was functioning as the agent, servant, partner, and employee of the

codefendants, and in committing the actions mentioned herein was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the codefendants.

3. Plaintiff Andrew Williams has been employed with defendant HSBC or previous entities of which HSBC acquired for approximately nine years. His primary duty and responsibility has been to collect past due debts from debtors of HSBC who owe on vehicles financed by HSBC. Plaintiff Williams's title has been that of "Collector". At all times during the tenor of his employment, plaintiff Williams has been a good performing employee performing his duties in a satisfactory and acceptable manner on behalf of HSBC.

4. Plaintiff Alfred Larraga has been employed with defendant HSBC for more than five years as a collector, among other employee functions, and also performed the duties and responsibilities of collecting past due debts from debtors of HSBC. At all times during his employment, plaintiff Larraga has performed his duties in a satisfactory manner on behalf of HSBC.

5. Plaintiff Chad Alexander was employed by HSBC in the capacity of a collector with his primary duties being a collector of past due debts from debtors of HSBC. At all times herein plaintiff Alexander performed his duties in a satisfactory and competent manner on behalf of HSBC.

6. Plaintiff's Cynthia Jimenez and Roderick Murriel at all times herein were collectors on behalf of defendant HSBC with duties and responsibilities of collecting outstanding debts from debtors of HSBC. Plaintiff's Murriel and Jimenez each worked for HSBC for more than two years prior to their termination from HSBC's employment.

7. At all times herein each of the plaintiffs, as collectors of debts from debtors, was required to follow debt collection laws under the Federal Fair Debt Collection Act (FDCPA 15 USC § 1692 et. seq.) and the California Debt Collection Act (Calif. Civ. Code § 1788-1788.33). Defendant HSBC, as a creditor and collector of debt and employer of persons collecting such debts was also required to follow the laws governing the manner in which debt collection was to be carried out on a day to day basis.

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I

FIRST CAUSE OF ACTION

(Discrimination In Employment On The Basis Of Race)

8. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Andrew Williams and Roderick Murriel.

9. At all times herein mentioned Government Code sections 12940 et seq. were in full force and effect and were binding on defendants. These sections require defendants to refrain from discriminating against any employee on the basis of race, among other things. Within the time provided by law, plaintiffs filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue letter.

10. During the course of plaintiffs' employment, plaintiffs made application for promotion to supervisor and other management positions offered by defendant at various and sundry times. Plaintiffs, African-Americans, although qualified for such positions were denied promotions to manager and/or supervisor. On numerous occasions white employees less qualified than plaintiffs was promoted to manager or supervisor. Plaintiff Andrew Williams on more than one occasion had trained the person who ultimately was promoted to the position of supervisor/manager.

11. Plaintiffs inquired as to why they were not considered for promotion to supervisor/manager. The response generally was that plaintiffs would be considered for the next open supervisor/manager position. Plaintiffs' were in fact not considered for open supervisor or managers positions and on more than one occasion plaintiffs' are informed and believe and thereon allege that defendant did not post the open position to employees for an opportunity to apply for management positions. Defendant simply promoted whom they chose and did not give plaintiffs' an opportunity to apply and be considered for promotion. Plaintiffs' protested to defendants that such actions were unfair and discriminatory. Defendants ignored plaintiffs' protest.

12. These discriminatory practices have prevailed since plaintiffs' employment with defendant and continue to prevail up to the time of the filing of this action.

13. Plaintiffs are informed and believe and thereon allege that their race (African-American) was a factor in defendants' refusal to promote them. Such discrimination is in violation of Government Code section 12940 et seq. and has resulted in damage and injury to plaintiffs as alleged herein.

14. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs have sustained and continue to sustain substantial losses in earnings and other employment benefits all to their damage in an amount to be determined at time of trial.

15. As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain, suffering and anguish, all to their damage in a sum according to proof.

16. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

17. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

II

SECOND CAUSE OF ACTION

(Sexual Harassment)

18. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiff Roderick Murriel.

19. At all times mentioned in this complaint, Government Code sections 12940 et seq. were in full force and effect and were binding on defendants. These sections require defendants to refrain from discriminating against and harassing any employee on the basis of sex, among other things. Within the time provided by law, plaintiff filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue-letter.

20. During the course of plaintiff Murriel's employment with defendants, defendants allowed and created a sexually hostile environment and discriminated against and harassed plaintiff on the basis of plaintiff's sex. The discriminatory action was perpetrated by one of defendants managing agents, which also was plaintiff's direct supervisor. The actions that constituted sexual harassment are:

(a) Plaintiff's female supervisor made sexual advancements toward plaintiff on and off the job. Plaintiff and said supervisor were intimately involved in a sexual manner.

(b). Subsequently, plaintiff told his female supervisor that he no longer wanted to be involved with here in a sexual relationship and wanted to work for defendants free from any perceived or actual pressure to continue having sex with his supervisor. Plaintiff's request was ignored and his supervisor continued to pursue him and request sexual favors from him. Plaintiff continued to rebuff his supervisor's advances and his work environment became increasing hostile due to his supervisors continued pressure to have sex with her.

(c). Subsequently, plaintiff complained to defendants that he was being sexually harassed by his supervisor. Rather than taking plaintiff's complaint seriously, defendants told plaintiff that it was unbelievable that the female supervisor would be having a sexual relationship with plaintiff or that she even suggested such a relationship. Plaintiff was put on notice by defendants that he would be subject to termination and possible legal action for making such statements. Plaintiff was shocked, hurt and humiliated to be treated in the manner he was treated by defendants. Defendants did nothing to investigate his complaints and put plaintiff on notice that unless he ceased from making such complaints his employment was in jeopardy.

21. Plaintiff is informed and believes and thereon alleges that his female supervisor then filed a complaint against him, with defendants, alleging that he was making false statements about her and that it was plaintiff making sexual advances against her rather than her against him. Contrary to how defendants reacted to plaintiff's complaint, defendant put plaintiff on notice that he was under investigation and that he could lose his job. Plaintiff was put under tremendous pressure and stress and told he would be fired unless he could show proof of his original allegations against the female supervisor. Plaintiff did in fact show documentation to defendants that he had been pursued by the female supervisor via on and off defendants' premises. Thereafter, defendant reversed the original threat to terminate plaintiff and instead terminated plaintiff's female supervisor.

22. After the termination of plaintiff's supervisor, several of plaintiff's co-workers accused plaintiff of getting the female supervisor fired and even resorted to sending plaintiff emails that suggested he was not wanted in the working environment. When plaintiff protested the manner in which he was

being treated, defendants did nothing to stop it and further informed plaintiff that he himself would be subject to termination if plaintiff was not careful.

23. Plaintiff has since been ostracized within the employment of defendants and suffered extreme emotional and mental distress to the point where he was forced to resign from employment with defendants all to this damage in an amount to be determined at time of trial. Such discrimination and harassment, as complained of herein, is in violation of Government Code section 12940 et seq. and the public policy embodied therein, and has resulted in damage and injury to plaintiff as alleged herein.

24. As a proximate result of defendants' conduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

25. Defendants' conduct as described above was willful, despicable, knowing, and intentional; accordingly, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

26. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

III

THIRD CAUSE OF ACTION

(Violation of Calif. Constitutional Rights)

27. The allegations of the First and Second Causes of Action are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Williams and Murriel.

28. At all times mentioned in this complaint, California Constitution Article I, Section 8 was in full force and effect and was binding on defendants. This section requires defendants to refrain from discrimination against any employee on the basis of race or sex.

29. Plaintiffs believe and thereon allege that their race and in addition, as to plaintiff Murriel his sex, were factors in defendants' refusal to promote them and to protect Murriel from a hostile working environment. These discriminatory actions have occurred within a year from the filing of

this action and such actions are in violation of the public policy of the State of California as reflected in California Constitution Article I, Section 8, and has resulted in damages and injury to plaintiffs as alleged herein.

30 As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

31. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

32. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

33. Plaintiffs have incurred and continue to incur legal expenses and attorney's fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

IV

FOURTH CAUSE OF ACTION

(Violation of California Govt. Code Section 12940(h))

34. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This action is brought on behalf of plaintiff Chad Alexander.

35. At all times herein Calif. Govt. Code section 12940 (h) was in full force and effect and applies to the allegations contained within this cause of action.

36. During the time of his employment with defendants, plaintiff Chad Alexander ("Alexander"), a Caucasian, observed what he perceived to be racial discrimination practices by defendants with respect to defendants lack of promotional opportunities for African-Americans (specifically regarding plaintiffs Williams and Murriel) to supervisor or management positions. Plaintiff protested these actions to defendants' management. Subsequently, plaintiff's workloads was changed and work circumstances manipulated to the extent that plaintiff could no longer perform his duties satisfactory and ultimately plaintiff was placed on disciplinary actions for alleged failure

to perform his job. Prior to plaintiff protesting what he observed to be racial discrimination against plaintiffs Williams and Murriel, his work performance was deemed satisfactory and in fact plaintiff had on several occasions exceeded the duties and responsibilities expected of him.

37. Ultimately, defendants created such barriers to plaintiff's ability to perform his job that plaintiff was not able to meet the demands placed upon him by defendants. Defendants then terminated plaintiff's employment alleging that his job performance was unsatisfactory.

38. Plaintiff is informed and believes and thereon alleges that the alleged reason given for his termination by defendants is a pretext to cover up the real reason for termination of his employment that being, in part, the fact that he protested the illegal and discriminatory actions of defendants against African-Americans with regard to promotional opportunities.

39. The actions of defendants violate the provisions of Govt. Code section 12940(h) which prohibit termination or retaliation of an employee for opposing any practice forbidden by the California Department of Fair Employment and Housing (FEHA).

40. Prior to the filing of this action plaintiff filed a complaint the FEHA and obtained a right-to-sue-letter within the time required.

41. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff, he has suffered and continues to suffer substantial losses in earnings and other employment benefits.

42. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff he has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

43. In light of defendants, willful, knowing and intentional discrimination against plaintiff, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

44. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

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V

FIFTH CAUSE OF ACTION

(VIOLATION OF LABOR CODES SECTIONS 2856 AND 1102.5)

45. The allegations of paragraphs 1-7 are realleged and incorporated by reference herein.

46. Each of the plaintiffs worked as debt collectors on behalf of defendants attempting to collect debts owed to defendant HSBC by various and sundry debtors.

47. During the course of their employment, each of the plaintiffs were encouraged to and required, as a part of their duties, to make telephone calls, assign collections to outside collection agencies and repossession agents that plaintiffs understood violated the rights of debtors and also violated California Debt Collection Practices (Calif. Civil Code sections 1788-1788.33) and the Federal Fair Debt Collection Practice Act. (FDCPA) (15 USC Section 1962.

48. These prompted and encouraged acts included, but were not limited to:

(a) Unconscionable and unfair means of collections such as discharging debts of debtors and then assigning the alleged discharged debt to a collection agency and harassing the debtor for said debt.

(b) Intentionally misrepresenting to debtors that a lawsuit would be filed against the debtor when in fact defendant HSBC had no intention of doing so and did not file such an action;

(c) Wrongfully contacting third parties such as neighbors and family members of debtors and seeking personal and private information about the subject debtor and requesting the third parties assistance in finding or providing information on debtors in return for financial or other compensation;

(d) Making threats to debtors with prior knowledge that defendant HSBC had no intention of carrying out the threat;

(e) Harassing debtors with incessant and repeated phones calls within time periods that the California Debt Collection and FCPA did not allow.

(f) Use of abusive and obscene language in coercing debtors to pay outstanding balances owed to defendant HSBC.

49. Plaintiffs protested these practices and refused to comply with defendants requests. On numerous occasions plaintiffs filed complaints with defendants and informed defendant HSBC that management and supervisory personnel, as a condition of continued employment, regularly required plaintiffs to violate the rights of debtors as alleged herein and begin to be punitive with employees that did not comply with said requests. Such punitive and retaliatory actions included reassignments and work loads that caused plaintiffs to fail to meet quotas and collection goals set by HSBC whereas the plaintiffs had been meeting such goals prior to making the protests to defendants.

50. Plaintiff's also presented to defendants written proof of theft, embezzlement and other improprieties of certain management employees. Defendant did nothing to investigate or other respond to the factual proof provided by plaintiffs.

51. Plaintiff's filed complaints with the California Attorney General's office and are informed and believe and thereon allege that defendants became aware of said complaints. Thereafter defendants continued to create a hostile and stress filled working environment within which plaintiffs were required to work and ultimately caused plaintiffs to become so stressed, worried and chagrined that they each have had to seek professional medical and psychological help and have lost wages and other benefits all to their damage in an amount to be determined at time of trial.

52. Despite plaintiffs complaints and refusal to violate debt collector laws, defendants have consistently told plaintiffs it was not their job to do anything but what they are told. Defendants even acknowledged that some of its practices violated debt collector laws but that plaintiffs should continue to comply with defendants' work requests. Plaintiffs were told "just do what we tell you and we will deal with the lawsuits if they come".

53. Plaintiffs have refused to work under such circumstances and continue to refuse to work under such circumstances.

54. Because of the unlawful requirements placed upon plaintiffs to violate California and Federal fair debt collection practice acts and defendants' refusal to investigate the allegations of such practices, defendants placed plaintiffs in a position that caused them great stress, aggravation, humiliation and fear that they could be held liable for any claims made by any debtor alleging

unlawful debt collection practice actions against plaintiffs as employees of defendant HSBC. Plaintiffs have suffered damages in the following manner as a result of defendants' actions:

(a) Plaintiff Andrew Williams has suffered great and extreme emotional distress to the extent that he has been placed under doctor and psychiatric care and has been caused to miss work and substantial income due.

(b) Plaintiff Al Larraga has suffered great and extreme emotional distress to the extent he has been forced to seek medical and psychological assistance and has suffered loss of pay and days of work as a direct result of defendants' actions.

(c) Plaintiff Cynthia Jimenez has suffered such emotional and mental distress to the point that she has been forced to resign her employment with defendant because of defendant's failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice.

(d) Plaintiff Roderick Murriel has suffered great and extreme emotional distress to the point that he has been forced to resign his employment with defendant because of defendants' failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice.

(e) Plaintiff Chad Alexander has suffered emotional and mental distress and has been summarily terminated from his job, in part, based upon his protests and failure to violate debt collection practice statutes and regulations.

55. The actions of defendants violated the prohibitive provisions of California Labor Code section 2856 and 1102.5.

56. Labor Code section 2856 states "an employee shall substantially comply with all the directions of his employer concerning the service on which he is engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee".

57. Labor Code section 1102.5 states in pertinent part: "(a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statue, or violation or noncompliance with a

state or federal rule or regulation". (b) "An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation". (c) "An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statue, or a violation or noncompliance with a state or federal rule or regulation". Subsection (f) of Labor Code section 1102.5 provides that: "in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

58. Defendants actions complained of herein violated Labor Code section 1102.5 subsections (a)-(c). As such plaintiffs, pursuant to the provisions of Labor Code section 2856, did not have to follow directions and/or orders by defendants to violate fair debt collection practice laws and regulations.

59. Plaintiffs are entitled to and do seek damages under Labor Code section 1102.5 in the amount of $10,000 for each violation as allowed under the statute in addition to other penalties and claims made herein.

VI

SIXTH CAUSE OF ACTION

(Wrongful Termination of Employment In Violation of Public Policy)

60. The allegations of the First through the Fifth Cause of Action are incorporated herein as though set forth fully. This action is on behalf of plaintiffs Chad Alexander, Roderick Murriel and Cynthia Jimenez.

61. At all times herein Plaintiff Roderick Murriel believes and thereon alleges that his gender and race was a factor in the manner in which he has been treated. At all times herein Plaintiff Chad Alexander believes and thereon alleges that his protesting the manner in which defendants discriminated against African-Americans in promotional opportunities was a factor in his treatment and ultimate termination of employment. At all times herein Plaintiffs Cynthia Jimenez, Roderick Murriel and Chad Alexander believes and thereon allege that their protesting of defendants

requirement to violate fair debt collection practice laws and regulations was a factor in defendants creating a hostile working environment such that they were terminated and/or forced to resign and was constructively terminated from their positions.

62. As a result of plaintiffs' complaints and protests defendants violated their civil rights and/or violated Labor Code laws prohibiting the actions complained of by the plaintiffs herein. Such actions violated the public policy embodied within Govt. Code sections 12940 et. seq. and Labor Code code sections 1102.5 and California Constitution Article I, Section 8.

63. Plaintiff's Murriel and Jimenez allege that the actions of defendants causing them to leave their employment amount to a constructive discharge of employment in violation of public policy.

64. Plaintiff Chad Alexander alleges that the actions of defendants by terminating his employment amounts to retaliation and wrongful termination on the basis of violation of a public policy.

65. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

66. As a proximate result of defendants' willful, knowing, and intentional discrimination and retaliation against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

67. In light of defendants' willful, knowing, and intentional discrimination against plaintiff, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

68. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

VII

SEVENTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

69. Plaintiffs reallege the allegations of the Sixth Cause of action and incorporate the same herein.

70. Defendants actions were willful, intentional, malicious and done with conscious disregard of the rights of plaintiffs and designed to cause and did cause plaintiffs extreme mental and emotional suffering all to their damage in an amount to be determined at time of trial.

71. Defendants' conduct, as described above, was willful, despicable, knowing, and intentional. Accordingly, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

VIII

EIGHTH CAUSE OF ACTION

(Negligent Infliction of Emotional Distress)

72. Plaintiffs reallege the allegations of the Seventh Cause of Action as though set forth fully herein.

73. Defendants, as an employer, had a duty to not do anything to cause hurt or damage to plaintiffs with regard to their civil rights or their rights under California Labor Code section 1102.5. Defendants knew or should have with the exercise of reasonable care that violation of plaintiffs' civil rights or violations of their rights under the California Labor Code would cause plaintiffs damage.

74. Defendants breached the duty of care and due regard for the rights of plaintiffs by violating their civil rights as claimed herein and by violating the provisions of the labor codes as complained of in this complaint.

75. As a proximate result of defendants actions plaintiffs each have been damaged in an amount to be determined at time of trial.

IX

NINTH CAUSE OF ACTION

(Unfair and Unlawful Business Practice)

76. Plaintiffs reallege the allegations of the Eighth Cause of Action as though set forth fully herein.

77. Defendants' actions violate the provisions of Business and Professions Code section 17200, et. seq. By violating plaintiffs' civil rights under California Govt. Code section 12940, et seq and Labor Code 1102.5, as complained of in this complaint, such actions consequently constitute an

unlawful, unfair and/or fraudulent business practice within the meaning of Business and Professions Code section 17200.

78. The harm to plaintiffs and each of them is an injury in fact in that each plaintiff has lost income, wages and employee benefits they are entitled to as a direct and proximate result of defendants' wrongful and unlawful actions.

79. The unlawful and unfair business practices present a continuing threat to employees of defendant and to the general public in that defendant, unless enjoined from the continuance of such actions, will adversely affect the reputation and privacy of debtors owing money to defendants because of defendants requirement that plaintiffs and fellow employees are required to collect debts in a manner that violates the California and Federal Fair Debt Collection practices acts codified California Civil Codes 1788-1788.33 and 15 USC Section 1692, et. seq.

WHEREFORE, plaintiffs pray for relief as set forth below:

1. For general damages in an amount according to proof;
2. For special damages according to proof;
3. For punitive damages in an appropriate amount;
4. For injunctive relief as allowed under the provisions Business and Professions Code 17200 and related statutes;
5. For attorneys fees as allowed under the FEHA
6. For attorneys fees as allowed under Code of Civil Procedure 1021.5
7. For costs of suit, and for such further relief as the Court may order.

DATED: 11/7/07

LAW OFFICES OF ROY L. LANDERS

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Chad Alexander, Al Larraga and Cynthia Jimenez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 685-6144	
PLAINTIFF(S) / PETITIONER(S): Andrew Williams et.al.	
DEFENDANT(S) / RESPONDENT(S): HSBC-Auto Finance	
WILLIAMS VS. HSBC-AUTO FINANCE	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2007-00081369-CU-CR-CTL

Judge: Ronald S. Prager

Department: C-71

COMPLAINT/PETITION FILED: 11/07/2007

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

Exhibit B

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO-SAN DIEGO JUDICIAL DISTRICT

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ Plaintiffs, vs. HSBC-AUTO FINANCE AND DOES, 1-20, INCLUSIVE Defendants.	Case No.: 37-2007-00081369-CU-CR-CTL STIPULATION FOR FILING FIRST AMENDED COMPLAINT; [PROPOSED] ORDER

The parties to this action, through their respective counsel of record, stipulate that plaintiffs Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez may file the attached First Amended Complaint in this action.

It is further agreed that:

1. All the allegations are deemed to be denied by defendant HSBC Auto Finance Inc.

2. Service is deemed effective the date this stipulation is executed by counsel for HSBC Auto Finance Inc.

3. Defendant HSBC Auto Finance Inc. has 14 days from the date of signing this stipulation

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to plead or otherwise respond to the First Amended Complaint.

SO STIPULATED:

Dated: July 17, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: [signature]
Kathryn A. Bernert
Nykia J. Wilson
Attorneys for Defendant HSBC-AUTO FINANCE

Dated: July 25, 2008

LAW OFFICES OF ROY L. LANDERS

By: [signature]
Roy L. Landers
Attorney for Plaintiffs Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez

ORDER

Under the terms of the above stipulation,

IT IS ORDERED that the attached First Amended Complaint be filed in this action.

Dated:______________

____
Judge

701022810.1

LAW OFFICES OF ROY L. LANDERS
ROY L. LANDERS (BAR #64920)
7840 MISSION CENTER COURT, SUITE 101
SAN DIEGO, CALIFORNIA 92108
TELEPHONE (619) 296-7898
FACSIMILE (619) 296-5611

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Alfred Larraga, Chad Alexander and Cynthia Jimenez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO-SAN DIEGO JUDICIAL DISTRICT

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER AND CYNTHIA JIMENEZ Plaintiffs, vs. HSBC-AUTO FINANCE AND DOES, 1-20, INCLUSIVE Defendants.	Case No.: 37-2007-00081369-CU-CR-CTL FIRST AMENDED COMPLAINT FOR DAMAGES RE: VIOLATION OF CIVIL RIGHTS RE: RACE DISCRIMINATION; SEXUAL HARASSMENT; RETALIATION; WRONGFUL CONSTRUCTIVE TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY; WRONGFUL TERMINATIONAL IN VIOLATION OF PUBLIC POLICY; VIOLATION OF LABOR CODE SECTIONS 2856 AND 1102.5; VIOLATION OF FAIR DEBT COLLECTION PRACTICE ACT; VIOLATION OF CALIFORNIA FAIR DEBT COLLECTION PRACTICE LAWS; VIOLATION OF FAIR CREDIT REPORTING ACT;UNLAWFUL AND UNFAIR BUSINESS PRACTICE; INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;PUNITIVE DAMAGES

Plaintiffs allege:

I

FACTS COMMON TO ALL CAUSE OF ACTION

1. At all times material to this complaint, defendant HSBC was a duly organized corporate entity authorized and conducting business within the State of California and County of San Diego.

2. Defendants Does 1-20, are sued under fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs are informed and believe and on that basis allege, that each defendant sued under such fictitious names is in some manner responsible for the wrongs and damages alleged in

this complaint and in so acting was functioning as the agent, servant, partner, and employee of the codefendants, and in committing the actions mentioned herein was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the codefendants.

3. Plaintiff Andrew Williams was employed with defendant HSBC, or previous entities of which HSBC acquired, for approximately nine years. His primary duties and responsibility has been to collect past due debts from debtors of HSBC who owe on vehicles financed by HSBC. Plaintiff Williams's title was that of "Collector". At all times during the tenure of his employment, plaintiff Williams has been a good performing employee performing his duties in a satisfactory and acceptable manner on behalf of HSBC.

4. Plaintiff Alfred Larraga was employed with defendant HSBC for more than five years as a collector, among other employee functions, and also performed the duties and responsibilities of collecting past due debts from debtors of HSBC. At all times during his employment, plaintiff Larraga performed his duties in a satisfactory manner on behalf of HSBC.

5. Plaintiff Chad Alexander was employed by HSBC in the capacity of a collector with his primary duties being a collector of past due debts from debtors of HSBC. At all times herein plaintiff Alexander performed his duties in a satisfactory and competent manner on behalf of HSBC.

6. Plaintiffs Cynthia Jimenez and Roderick Murriel at all times herein were collectors on behalf of defendant HSBC with duties and responsibilities of collecting outstanding debts from debtors of HSBC. Plaintiff's Murriel and Jimenez each worked for HSBC for more than two years prior to their termination from HSBC's employment.

7. At all times herein each of the plaintiffs, as collectors of debts from debtors, was required to follow debt collection laws under the federal Fair Debt Collection Practice Act (FDCPA 15 USC § 1692 et. seq.); the California Debt Collection Practice Act (Calif. Civ. Code § 1788-1788.33) and to ensure compliance with the Fair Credit Reporting Act (15 USC §1681, et. seq.). Defendant HSBC, as a creditor and collector of debt and employer of persons collecting such debts was also required to follow the laws governing the manner in which debt collection and credit reporting was to be carried out on a day to day basis.

I

FIRST CAUSE OF ACTION

(Discrimination In Employment On The Basis Of Race)

8. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Andrew Williams and Roderick Murriel.

9. At all times herein Government Code sections 12940 et. seq. were in full force and effect and was binding on defendants. These sections require defendants to refrain from discriminating against any employee on the basis of race, among other things. Within the time provided by law, plaintiffs filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue letter.

10. During the course of plaintiffs' employment, plaintiffs made application for promotion to supervisor and other management positions offered by defendant at various and sundry times. Plaintiffs, African-Americans, although qualified for such positions were denied promotions to manager and/or supervisor. On numerous occasions white or non-African American employees with less or no more qualifications than plaintiffs were promoted to manager or supervisor to positions that each plaintiff qualified for. Plaintiff Andrew Williams, on more than one occasion, had trained the person who ultimately was promoted to the position of supervisor/manager.

11. Plaintiffs inquired as to why they were not considered for promotion to supervisor/manager. The response generally was that plaintiffs would be considered for the next open supervisor/manager position. Plaintiffs' were in fact not considered for open supervisor or managers positions and on more than one occasion plaintiffs' are informed and believe and thereon allege that defendants did not post the open positions in a manner that allowed HSBC employees a reasonable opportunity to apply for management/supervisor positions. Defendant simply promoted whom they chose and did not give plaintiffs' an opportunity to apply and be considered for promotion. Plaintiffs are informed and believe and thereon allege that defendants had in previous times provided written in house notice of opportunity for promotions and then discontinued that practice, which further removed plaintiffs' access to knowledge of any open possibilities for promotion to supervisor or manager.

Plaintiffs' protested to defendants that such actions were unfair and discriminatory. Defendants ignored plaintiffs' protest.

12. These discriminatory practices have prevailed during plaintiffs' employment with defendant and plaintiffs are informed and believe and thereon allege such practices continue to up to the time of the filing of this complaint.

13. Plaintiffs are informed and believe and thereon allege that their race (African-American) was a factor in defendants' refusal to promote them. Such discrimination is in violation of Government Code section 12940 et seq. and has resulted in denial of equal employment opportunity for plaintiffs and has caused damage and injury to plaintiffs as alleged herein.

14. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs have sustained and continue to sustain substantial losses in earnings and other employment benefits all to their damage in an amount to be determined at time of trial.

15. As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain, suffering and anguish, all to their damage in a sum according to proof.

16. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

17. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

II

SECOND CAUSE OF ACTION

(Sexual Harassment)

18. The allegations of paragraphs 1-7 are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiff Roderick Murriel.

19. At all times mentioned in this complaint, Government Code sections 12940 et seq. were in full force and effect and was binding on defendants. These sections require defendants to refrain from discriminating against and harassing any employee on the basis of sex, among other things. Within

the time provided by law, plaintiff filed a complaint with the California Department of Fair Employment and Housing, in full compliance with these sections, and received a right-to-sue-letter.

20. During the course of plaintiff Murriel's employment with defendants, defendants allowed and created a sexually hostile environment within which plaintiff was required to work and discriminated against and harassed plaintiff on the basis of plaintiff's sex. The discriminatory action was perpetrated by one of defendant's female managing agents, who also was plaintiff's direct supervisor. The actions that constituted sexual harassment are:

(a) Plaintiff's female supervisor made sexual advancements toward plaintiff on and off the job. Plaintiff and said supervisor engaged in a voluntary consensual sexual relationship.

(b). Subsequently, plaintiff told his female supervisor that he no longer wanted to be involved with her in a sexual relationship and that plaintiff wanted to work for defendant HSBC free from any perceived or actual pressure to continue having sex with her. Plaintiff's request was ignored by his supervisor and the supervisor continued to pursue him and request sexual favors from him. Plaintiff continued to rebuff his supervisor's advances and because of her actions plaintiff's work environment became increasing hostile due to his supervisors continued pressure to have sex with her.

(c).Ultimately plaintiff complained to defendants that he was being sexually harassed by his supervisor. Rather than taking plaintiff's complaint seriously, defendants told plaintiff that it was unbelievable that the female supervisor would be having a sexual relationship with him or that she even suggested such a relationship. Plaintiff was put on notice by defendants that he would be subject to termination and possible legal action for making such statements. Plaintiff was shocked, hurt and humiliated to be treated in the manner he was treated by defendants. Defendants did nothing to investigate his complaints and put plaintiff on notice that unless he ceased from making such complaints his employment was in jeopardy.

21. Plaintiff is informed and believes and thereon alleges that his female supervisor then filed a complaint against him with defendants alleging that he was making false statements about her and that it was plaintiff making sexual advances toward her rather than her toward him. Contrary to how defendants reacted to plaintiff's complaint, defendants put plaintiff on immediate notice that he

was under investigation and that he could lose his job. Plaintiff was put under tremendous pressure and stress and told by defendants that he would be fired unless he could show proof of his original allegations against the female supervisor. Plaintiff did in fact show documentation to defendants that he had been pursued by his female supervisor on and off defendants' premises. Thereafter, defendant reversed the original threat to terminate plaintiff and instead terminated plaintiff's female supervisor.

22. After the termination of plaintiff's supervisor, several of plaintiff's co-workers accused plaintiff of causing his female supervisor to be terminated and even resorted to sending plaintiff emails that suggested he was not wanted in the working environment. When plaintiff protested the manner in which he was being treated, defendants did nothing to stop it and further informed plaintiff that he himself would be subject to termination if plaintiff was not careful.

23. Plaintiff was ostracized within his work place and suffered extreme emotional and mental distress to the point where he was forced to resign from employment with defendants all to this damage in an amount to be determined at time of trial. Such discrimination and harassment, as complained of herein, is in violation of Government Code section 12940 et seq. and the public policy embodied therein, and has resulted in damage and injury to plaintiff as alleged herein.

24. As a proximate result of defendants' conduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

25. Defendants' conduct as described above was willful, despicable, knowing, and intentional; accordingly, plaintiff seeks an award of punitive and exemplary damages in an amount according to proof.

26. Plaintiff has incurred and continues to incur legal expenses and attorney fees. Plaintiff is presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this complaint when the amounts are more fully known.

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III

THIRD CAUSE OF ACTION

(Violation of Calif. Constitutional Rights)

27. The allegations of the First and Second Causes of Action are realleged and incorporated herein by reference. This cause of action is on behalf of plaintiffs Williams and Murriel.

28. At all times mentioned in this complaint, California Constitution Article I, Section 8 was in full force and effect and was binding on defendants. This section requires defendants to refrain from discrimination against any employee on the basis of race or sex.

29. Plaintiffs believe and thereon allege that their race was a factor in defendants' refusal to promote them and a factor in the manner in which plaintiff Murriel was treated with regard to his complaints of sexual harassment. These discriminatory actions have occurred within a year from the filing of this action and such actions are in violation of the public policy of the State of California as reflected in California Constitution Article I, Section 8, and has resulted in damages and injury to plaintiffs as alleged herein.

30 As a proximate result of defendants' willful, knowing and intentional discrimination against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

31. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

32. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

33. Plaintiffs have incurred and continue to incur legal expenses and attorney's fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

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IV

FOURTH CAUSE OF ACTION

(VIOLATION OF LABOR CODES SECTIONS 2856 AND 1102.5)

34. The allegations of paragraphs 1-7 are realleged and incorporated by reference herein.

35. Each of the plaintiffs worked as debt collectors on behalf of defendants attempting to collect debts owed to defendant HSBC by various and sundry debtors and collection of debts that HSBC sought to collect on behalf of others.

36. During the course of their employment, each of the plaintiffs were encouraged to and required, as a part of their duties, to make telephone calls to and assign collections to outside collection agencies and repossession agents whom plaintiffs became aware of and understood that such agents violated the rights of debtors in attempting to collect outstanding debts on behalf of HSBC and thereby violated California Debt Collection Practices (Calif. Civil Code sections 1788-1788.33);the Federal Fair Debt Collection Practice Act. (FDCPA) (15 USC Section 1962 and the Fair Credit Reporting Act. (15 USC 1681 et. seq.). In addition, plaintiffs, during the course of their normal work days, observed HSBC debt collectors violating debt collection and fair credit reporting laws on a daily basis.

37. These prompted and encouraged acts included, but were not limited to:

(a) Unconscionable and unfair means of collections such as discharging debts of debtors and then assigning the alleged discharged debt to a collection agency and harassing the debtor for said debt.

(b) Intentionally misrepresenting to debtors that a lawsuit would be filed against the debtor when in fact defendant HSBC had no intention of doing so and did not file such an action;

(c) Wrongfully contacting third parties such as neighbors, friends and family members of debtors and seeking personal and private information about the subject debtor and after revealing that debtor owed a past due debt, requesting the third parties assistance in finding vehicles on which payments were owed to HSBC or providing information on debtors in return for financial payment from HSBC.

(d) Making threats to debtors with prior knowledge that defendant HSBC had no intention of carrying out the threat;

(e) Harassing debtors with incessant and repeated phones calls within time periods that the California Debt Collection and FDCPA did not allow.

(f) Making harassing and annoying telephone calls in a repeated manner to debtors by use of an automatic dialer with intent or knowledge that such calls were abusive and harassing.

(g) Use of abusive and obscene language in coercing debtors to pay outstanding balances owed to defendant HSBC.

(h) Acquiring unlisted phone numbers and other private information of debtors through unlawful and deceptive means.

(i) Knowing and/or negligently reporting false and incorrect credit information about debtors to credit reporting agencies.

(j) Continuing to contact debtors after being informed by a debtor that debtor was represented by an attorney and having knowledge of the attorneys address or contact information.

(k) Deceptive and unfair practice of promising debtors that a debt would be discharged completely without adverse credit reporting and without any loan deficiency claims if the debtor voluntarily surrendered the debt collateral and after the debtor complied seeking a deficiency claim against the debtor and causing false credit reporting information reports to credit reporting agencies.

38. Plaintiffs protested these practices and refused to comply with defendants requests. On numerous occasions plaintiffs complained to defendants and informed defendant HSBC that management and supervisory personnel, as a condition of continued employment, regularly required plaintiffs to violate the rights of debtors as alleged herein and begin to be punitive with employees who did not comply with said requests. Such punitive and retaliatory actions included reassignments of work loads that caused plaintiffs to fail to meet quotas and collection goals set by HSBC whereas the plaintiffs had been meeting such goals prior to making the protests to defendants; manipulation of accounts favoring employees who violated FDCPA and FRCA laws to the detriment of plaintiffs and providing plaintiffs poor performance ratings whereas in the past plaintiffs had been rated satisfactory or above.

39. Plaintiff's also presented to defendants written proof of fair debt collection practice violations, theft, embezzlement and other improprieties of certain management employees. Defendant did nothing to stop or otherwise ensure these practices were stopped.

40. Plaintiff's filed complaints with the California Attorney General's office, the California Labor Board, California Occupational and Health and Safety department and local governmental agencies and are informed and believe and thereon allege that defendants became aware of said complaints. Thereafter defendants continued to create such a hostile and stress filled working environment within which plaintiffs were required to work that ultimately plaintiffs become so stressed, worried and chagrined that they each have suffered mental, emotional and physical damage and some have had to seek professional medical and psychological help. Because of such stress, strain and hostility within their work place plaintiffs have been forced to quit or have been terminated from their jobs by HSBC. As a direct result, plaintiffs have lost wages and other benefits all to their damage in an amount to be determined at time of trial.

41. Despite plaintiffs complaints and refusal to violate debt collector laws, defendants have consistently told plaintiffs it was not their job to do anything but what they are told. Defendants even acknowledged that some of its practices violated debt collector laws but that plaintiffs should continue to comply with defendants' work requests. Plaintiffs were told "just do what we tell you and we will deal with the lawsuits if they come".

42. Plaintiffs refused to continue to work under such circumstances and continue to refuse to work under such circumstances.

43. Because of the unlawful requirements placed upon plaintiffs to violate California and Federal fair debt collection practice acts and defendants' refusal to investigate the allegations of such practices, defendants placed plaintiffs in a position that caused them great stress, aggravation, humiliation and fear that they could be held personally liable for any claims made by any debtor alleging unlawful debt collection practice actions against plaintiffs as employees of defendant HSBC. Plaintiffs have suffered damages in the following manner as a result of defendants' actions:

(a) Plaintiff Andrew Williams has suffered great and extreme emotional distress to the extent that he has been placed under doctor and psychiatric care and has been wrongfully forced from his job with defendant HSBC and therefore has been constructively discharged from his employment all to his damage in an amount to be determined at time of trial.

(b) Plaintiff Al Larraga has suffered great and extreme emotional distress to the extent he has been forced to seek medical and psychological assistance and has suffered loss of pay and days of work as a direct result of defendants' actions and has been forced from his work and thereby constructively terminated by HSBC.

(c) Plaintiff Cynthia Jimenez has suffered such emotional and mental distress to the point that she has been forced to resign her employment with defendant because of defendant's failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice and fair credit reporting laws.

(d) Plaintiff Roderick Murriel has suffered great and extreme emotional distress to the point that he has been forced to resign his employment with defendant because of defendants' failure and refusal to cease and desist from requiring employees to work in a manner that causes them to violate the laws governing fair debt collection practice and fair credit reporting act laws and in addition, the creating of a hostile working environment based upon sexual harassment.

(e) Plaintiff Chad Alexander has suffered emotional and mental distress and has been summarily terminated from his job, in part, based upon his protests and failure to violate debt collection practice statutes and regulations the fair credit reporting act.

44. The actions of defendants violated the prohibitive provisions of California Labor Code section 2856 and 1102.5.

45. Labor Code section 2856 states "an employee shall substantially comply with all the directions of his employer concerning the service on which he is engaged, except where such obedience is impossible or unlawful, or would impose new and unreasonable burdens upon the employee".

46. Labor Code section 1102.5 states in pertinent part: "(a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statue, or violation or noncompliance with a state or federal rule or regulation". (b) "An employer may not retaliate against an employee for

disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation". (c) "An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statue, or a violation or noncompliance with a state or federal rule or regulation". Subsection (f) of Labor Code section 1102.5 provides that: "in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

47. Defendants actions complained of herein violated Labor Code section 1102.5 subsections (a)-(c). As such plaintiffs, pursuant to the provisions of Labor Code section 2856, did not have to follow directions and/or orders by defendants to violate fair debt collection practice laws and regulations.

48. Plaintiffs are entitled to and do seek damages under Labor Code section 1102.5 in the amount of $10,000 for each violation as allowed under the statute in addition to other penalties and claims made herein.

V

FIFTH CAUSE OF ACTION

(Wrongful Termination of Employment In Violation of Public Policy)

49. The allegations of the First through the Fourth Causes of Action are incorporated herein as though set forth fully. This action is on behalf of all plaintiffs.

50 At all times herein Plaintiff Roderick Murriel believes and thereon alleges that his gender and race was a factor in the manner in which he has been treated. At all times herein Plaintiffs Cynthia Jimenez, Roderick Murriel, Andrew Williams, Alfred Larraga and Chad Alexander believe and thereon allege that their protesting of defendants requirement to violate fair debt collection practice laws and regulations and fair credit reporting act laws was a factor in defendants creating a hostile working environment such that they were terminated and/or forced to resign and was constructively terminated from their positions. Plaintiff Andrew Williams alleges that his race was also a factor in the constructive termination of his employment.

51. As a result of plaintiffs' complaints and protests defendants violated their civil rights and/or violated Labor Code laws prohibiting the actions complained of by the plaintiffs herein. Such actions violated the public policy embodied within Labor Code code sections 1102.5; California Constitution Article I, Section 8; 15 USC 1692, et. seq.; 15 USC 1681, et. seq.; and California Civ. Code sections 1788-1788.33.

52. Plaintiff's Murriel, Williams, Larraga and Jimenez allege that the actions of defendants causing them to leave their employment amount to a constructive discharge of employment in violation of public policy.

53. Plaintiff Chad Alexander alleges that the actions of defendants, by terminating his employment, amount to retaliation and wrongful termination on the basis of violation of a public policy.

54. As a proximate result of defendants' willful, knowing, and intentional discrimination and retaliation against plaintiffs, they have sustained and continue to sustain substantial losses in earnings and other employment benefits.

55. As a proximate result of defendants' willful, knowing, and intentional discrimination and retaliation against plaintiffs, they have suffered and continue to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to proof.

56. In light of defendants' willful, knowing, and intentional discrimination against plaintiffs, plaintiffs seeks an award of punitive and exemplary damages in an amount according to proof.

57. Plaintiffs have incurred and continue to incur legal expenses and attorney fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and pray leave of court to amend this complaint when the amounts are more fully known.

VI

SIXTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress)

58. Plaintiffs reallege the allegations of the Fifth Cause of action and incorporate the same herein.

59. Defendants actions were willful, intentional, malicious and done with conscious disregard of the rights of plaintiffs and designed to cause and did cause plaintiffs extreme mental and emotional suffering all to their damage in an amount to be determined at time of trial.

60. Defendants' conduct, as described above, was willful, despicable, knowing, and intentional. Accordingly, plaintiffs seek an award of punitive and exemplary damages in an amount according to proof.

VII

SEVENTH CAUSE OF ACTION

(Unfair and Unlawful Business Practice)

61. Plaintiffs reallege the allegations of the Sixth Cause of Action as though set forth fully herein.

62. Defendants' actions violate the provisions of Business and Professions Code section 17200, et. seq. by violating plaintiffs' civil rights under California Govt. Code section 12940, et seq; Labor Code 28565; Labor Code 1102.5, 15 USC 1692 and 15 USC 1681. As complained of in this complaint, such actions consequently constitute an unlawful, unfair and/or fraudulent business practice within the meaning of Business and Professions Code section 17200.

63. The harm to plaintiffs and each of them is an injury in fact in that each plaintiff has lost income, wages and employee benefits they are entitled to as a direct and proximate result of defendants' wrongful and unlawful actions.

64. The unlawful and unfair business practices present a continuing threat to employees of defendant and to the general public in that defendant, unless enjoined from the continuance of such actions, will adversely affect the credit reputation and privacy of debtors owing money to defendants because of defendants requirement that plaintiffs and fellow employees are required to collect debts in a manner that violates the California and Federal Fair Debt Collection practices acts codified in California Civil Codes 1788-1788.33 and 15 USC Section 1692, et. seq.

WHEREFORE, plaintiffs pray for relief as set forth below:

1. For general damages in an amount according to proof;
2. For special damages according to proof;
3. For statutory damages in the amount of $1,000 pursuant to the provisions of 15 USC 1692k
4. For statutory damages in the amount of $10,000 for each violation as provided for in Labor Code section 1102.5;
5. For punitive damages in an appropriate amount;

6. For injunctive relief as allowed under the provisions Business and Professions Code 17200 and related statutes;
7. For attorneys fees as allowed under the FEHA
8. For attorneys fees as allowed under Code of Civil Procedure 1021.5
9. For costs of suit, and for such further relief as the Court may order.

DATED: 6/20/08 LAW OFFICES OF ROY L. LANDERS

Roy L. Landers

Attorney for Plaintiffs, Andrew Williams, Roderick Murriel, Chad Alexander, Al Larraga and Cynthia Jimenez

Kathryn A. Bernert, State Bar No. 127418
Nykia J. Wilson, State Bar No. 224135
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Attorneys for Defendant HSBC AUTO FINANCE INC.

FILED
2008 JUL 31 PM 3:04
CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA
BY ______ DEPUTY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

'08 CV 1391 BEN RBB

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER and CYNTHIA JIMENEZ, Plaintiffs, v. HSBC - AUTO FINANCE and DOES 1-20, Inclusive, Defendant.	Case No. ______ **PROOF OF SERVICE**

I, Bobbie Howard, declare under penalty of perjury that I am over the age of eighteen years, that I am not a party to the above-referenced action, and that I am employed in the State of California, County of San Diego, where the within-mentioned service occurred. My business address is 600 West Broadway, Suite 2600, San Diego, California 92101; telephone number (619) 236-1414; facsimile number (619) 232-8311.

On July 31, 2008, I caused to be served the following document(s):

1. **CIVIL COVER SHEET**
2. **NOTICE OF REMOVAL OF CIVIL ACTION**

on the interested parties in this action by:

_X_ **U. S. MAIL:** I placed a copy in a separate envelope, with postage fully prepaid, for each address named below / on the attached service list for collection and mailing on the below indicated day following the ordinary business practices at Luce, Forward, Hamilton & Scripps LLP. I certify I am familiar with the ordinary business practices of my place of employment with regard to collection for mailing with the United States Postal Service. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit or mailing affidavit.

______ **OVERNIGHT COURIER SERVICE:** I placed a copy in a separate envelope addressed to each addressee as indicated below, and caused such envelope(s) to be delivered via Federal Express for the next business day.

______ **HAND DELIVERY:** I placed a copy in a separate envelope addressed to each addressee as indicated below, and delivered it to Cal Express for personal service.

______ **FACSIMILE:** I sent a copy via facsimile transmission to the telefax number(s) indicated below. The facsimile machine I used complied with California Rules of Court, Rule 2003 and no error was reported by machine. Pursuant to California Rules of Court, Rule 2006(d), I caused the machine to print a transmission record of the transmission, a copy of which is in our files.

______ **E-MAIL TRANSMISSION:** I sent a copy via electronic mail to the e-mail address indicated below.

by delivering a true copy thereof to the following:

LAW OFFICES OF ROY L. LANDERS
ROY L. LANDERS
7840 MISSION CENTER COURT, SUITE 101
SAN DIEGO, CA 92108
619-296-5611 FACSIMILE

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Diego, California on July 31, 2008.

Bobbie Howard

101109888.1

Case No. __________

PROOF OF SERVICE

Kathryn A. Bernert, State Bar No. 127418
Nykia J. Wilson, State Bar No. 224135
LUCE, FORWARD, HAMILTON & SCRIPPS LLP
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Attorneys for Defendant HSBC AUTO FINANCE INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

ANDREW WILLIAMS, RODERICK MURRIEL, ALFRED LARRAGA, CHAD ALEXANDER and CYNTHIA JIMENEZ, Plaintiffs, v. HSBC - AUTO FINANCE and DOES 1-20, Inclusive, Defendant.	Case No. 08-cv-01391-BEN-RBB **PROOF OF SERVICE**

I, Elizabeth Pinnock, declare under penalty of perjury that I am over the age of eighteen years, that I am not a party to the above-referenced action, and that I am employed in the State of California, County of San Diego, where the within-mentioned service occurred. My business address is 11988 El Camino Real, Suite 200, San Diego, Ca 92130; telephone number (858) 720-6300; facsimile number (858) 720-6306.

On August 21, 2008, I caused to be served the following document(s):

1. NOTICE OF RELATED CASE

2. NOTICE OF LODGMENT AND EXHIBITS

on the interested parties in this action by:

__X__ **U. S. MAIL:** I placed a copy in a separate envelope, with postage fully prepaid, for each address named below / on the attached service list for collection and mailing on the below indicated day following the ordinary business practices at Luce, Forward, Hamilton & Scripps LLP. I certify I am familiar with the ordinary business practices of my place of employment with regard to collection for mailing with the United States Postal Service. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit or mailing affidavit.

______ **OVERNIGHT COURIER SERVICE:** I placed a copy in a separate envelope addressed to each addressee as indicated below, and caused such envelope(s) to be delivered via Federal Express for the next business day.

______ **HAND DELIVERY:** I placed a copy in a separate envelope addressed to each addressee as indicated below, and delivered it to Cal Express for personal service.

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______ **E-MAIL TRANSMISSION**: I sent a copy via electronic mail to the e-mail address indicated below.

by delivering a true copy thereof to the following:

LAW OFFICES OF ROY L. LANDERS
ROY L. LANDERS
7840 MISSION CENTER COURT, SUITE 101
SAN DIEGO, CA 92108
619-296-5611 FACSIMILE
ATTORNEY FOR PLAINTIFFS

DONALD R. HOLBEN & ASSOCIATES, APC
DONALD R. HOLBEN
5030 CAMINO DE SIESTA, SUITE 350
SAN DIEGO, CA 92108
619-220-5555 TELEPHONE
ATTORNEY FOR RELATED MATTER

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Diego, California on August 21, 2008.

Elizabeth C. Pinnock

701024340.1